

Applicants also hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the any patent issuing from the '319 Application, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, their successors and assigns.

In making the above disclaimer, Applicants do not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term, as defined in 35 U.S.C. §§ 154-156 and 173, of any patent issuing from the '319 Application, as presently shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

Applicants have included Check No. 961209 for the fee under 37 C.F.R. § 1.20(d) for the terminal disclaimer fee of \$130.00. Should the Commissioner deem that any fees are due, including any fees for extensions of time, the Commissioner is authorized to debit Baker Botts L.L.P.'s (*formerly Baker & Botts, L.L.P.*) Deposit Account No. 02-0383, Order Number 063718.0187.

The undersigned is an attorney of record in the present case.

Respectfully submitted,



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Date: April 12, 2006